

2

CITY OF MILPITAS
455 E. CALAVERAS BOULEVARD
MILPITAS, CA 95035

City Clerk's Office

FEB - 1 2006

ENTERTAINMENT EVENT PERMIT
(Chapter 5, Title III, Milpitas Municipal Code)

RECEIVED

1. Applicant, all sponsors and promoters of the event and all proprietary owners, partners and officers and directors of Applicant and said sponsors and promoters:

Name	Business Address	Business Phone
% Richard Byrum Butler Amusements, Inc.	PO Box 2210 Fairfield, CA 94533	707-479-4788

(Use separate sheet for additional names)

2. Proposed location of event: Great Mall as depicted on Attached diagram
3. All owners of real property where event is proposed to be held:

Name	Address	Phone
Great mall The Mills Corporation	447 Great Mall Dr., Milpitas, CA	95035-8041
% Michael Fenley, General Manager		408-945-4022

(Use additional sheet if necessary)

4. Dates and hours of event: March 3-12, 2006 Monday-Thursday 4PM-10PM Saturday 11AM-11PM
Friday 4PM-11PM Sunday Noon-11PM
5. Nature and type of performance at event: Temporary Carnival - March 3-12, 2006
6. Intended performers:

Name	Address	Nature of Participation
The event consists of Amusement rides plus game and Food Concessions. All staff except for a limited number of management will be housed off site.		

(Use separate sheet for additional names)

7. Estimated number of: Spectators 1,200-2,000 Participants 1,200 which will be spread throughout each day Others business on projected revenue
- Attendance each day 1,200-2,000 Basis for estimate using estimated business on projected revenue and our history
8. Method for determining number in actual attendance: and our history
9. Proposed facilities for furnishing drinking water (justify adequacy): Water will be obtained from available hydrant or other close by potable water source
10. Proposed sanitary facilities (justify adequacy): Portable toilets and waste dumpster will be utilized at the site.

11. Description of real property on which event will be conducted (justify adequacy): Parking area at the Mall as depicted on Attached diagram
12. Description of parking facilities, parking attendants at entrance, exits and in area (justify adequacy): Parking for the event will be in the regular mall parking areas.
13. Description of interior access ways (attach map or diagram and justify adequacy): The attached map shows the location for our setup - the malls roadways and parking lots are well designed for traffic flow
14. Description of composition and construction of structure, seating arrangements and supports and justification of adequacy: All rides are permitted after safety inspection by the State of California
15. Description of availability and location of ambulances, fire, police and other emergency vehicles: Our staff have cell phones and emergency vehicles will have routes to and within area
16. Description of interior private police protection proposed (justify adequacy): We prefer to utilize private security which we utilize at a number of our Bay Area locations. We use the same company always - final determination will be by interaction with Milpitas Police.
17. Description of provision for fire safety (justify adequacy): We have adequate fire extinguishers throughout the entire carnival area - generators and food concessions are up to code all vinyl material is flame retardant
18. Location, nature and type of medical and first aid facilities (justify adequacy): Our office has first aid kit and communication for emergency contacts is available.
19. Description of proposed electrical wiring, lighting and location of all light standards and electrical switches: The carnival is powered by portable generators and temporary wiring is used as well as unapproved distribution boxes
20. Description of manner of acquiring, handling, preparing and disposing of food, drink, confectionery and condiment and all substance and ingredients used in their preparation: Portable waste dumpster is available on site for disposal also numerous trash receptacles are located throughout the carnival
21. Manner of cleanup of the premises during and after the conclusion of the entertainment event and for the removal of garbage, refuse and waste: the event area has a complete cleanup at the conclusion of business each day and before departure from the premises at conclusion of event.
22. Additional information which may be helpful in processing your permit: this is our company's 36th year in business and we have had an excellent track record throughout the Western United States and extensively in the Bay Area.

I declare under penalty of perjury that the above statements and any accompanying statements and documents have been examined by me and are true and correct. I have read Chapter 5, Title III of the Milpitas Municipal Code and agree to comply with the provisions of said Chapter 5, Title III, the permit, the conditions thereof and the laws of the City and State.

Executed at Milpitas, California, on January 31, 2006.

Signed: Kell Brown

Title: Vice President

Received by Mary Lavelle

Date: 2/1/06

Permit No. _____

<u>*FOR</u> <u>ACTION</u>	<u>APPROVED</u>	<u>DISAPPROVED</u>	<u>DEPARTMENT</u>	<u>BY</u>	<u>DATE</u>
_____	_____	_____	<u>Planning</u>	_____	_____
_____	_____	_____	<u>Building</u>	_____	_____
_____	_____	_____	<u>Health</u>	_____	_____
_____	_____	_____	<u>Fire Marshal</u>	_____	_____
_____	_____	_____	<u>Police</u>	_____	_____
_____	_____	_____	<u>(City Manager)</u>	_____	_____
_____	_____	_____	<u>(City Council)</u>	_____	_____
_____	_____	_____	<u>Finance</u>	_____	_____

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The following must be submitted at time of application:

- A. Filing fee of \$100.00 (not subject to refund upon withdrawal or denial).
- B. Proof of ownership of real property.
- C. Written consent of all owners of real property to the proposed entertainment event.
- D. Written consent of Applicant and all property owners that appropriate law enforcement agencies and City officials may enter upon the premises at any time after the permit is issued and until 5 days after the entertainment event ends for the purpose of making inspection and taking action as is permitted or required by law.
- E. Agreements or statements from specific doctors, first aid attendants and ambulances assuring availability at the appropriate time and place of the entertainment event.
- F. Agreements or statements from specific private patrol services assuring their availability at the appropriate time and place of the entertainment event to provide outside patrol services.
- G. A cash payment in an amount to be determined by the City Manager to cover the expense of outside police service provided by the City as shall be required or determined by the Chief of Police, and to provide services of a Fire Marshal provided by the City.
- H. A public liability and property damage insurance policy issued by an Insurance company authorized to do business in California, naming the City of Milpitas, its officers, agents and employees as co-insured in the amount of \$ 1 mil for each injury or death or for any occurrence and in the amount of \$ 250,000 for damage to property. Said policy shall be in the form acceptable to City Attorney and shall provide, by its terms that it is primary insurance and shall not be subject to cancellation or reduction in coverage without 10 days notice to City and shall not preclude City, its officers, agents and employees from recovery thereunder.
- I. The consent of a natural person residing in the County of Santa Clara who is, by virtue of the Application, designated as agent for the service of process for the Applicant, promoter or sponsor and the owners of the real property involved. Said consent shall contain both residence and business addresses. NOTE: All consents must be verified under penalty of perjury.
- J. Permittee agrees to indemnify the City of Milpitas, its officers, agents and employees, defend them with Counsel acceptable to the City, and hold them harmless from and against all loss, damage, expense and liability (including, but not limited to, costs of investigation and attorney and court costs) resulting from injury to or death of any person and loss of or damage to property or claims of such injury, death, loss or damage and arising out of or connected with the use for which this permit is granted. In addition, permittee waives all claims or causes of action against the City of Milpitas, its officers, agents or employees for damage to or loss of property of any kind or for injury to persons occurring in connection with the use for which this permit is granted arising from any cause other than the negligence or willful misconduct of the City of Milpitas, its officers, agents or employees and to which permittee or its officers, agents and employees in no way contributed either actively or passively causing such damage loss or injury.

BUTLER AMUSEMENTS, INC.

CLEANEST SHOW IN THE WEST

Booking and Promotion Office

P.O. Box 2210
Fairfield, CA 94533-0220
(707) 429-4788
Fax (707) 429-4787

Office Location:
1006 Travis Boulevard
Fairfield, CA 94533-4920

Mary Lavelle
City Clerk
City of Milpitas
455 E Calaveras Blvd
Milpitas, CA 95035

February 1, 2006

Dear Mary:

This letter will serve to detail our plan for the carnival scheduled for March 3-12, 2006 at The Great Mall in Milpitas, California. The proposed area is shown on the attached mall diagram.

Our proposed operating schedule is: Monday through Thursday, 4PM to 10PM, Friday, 4PM to 11PM, Saturday, 11AM to 10PM, and Sunday, Noon to 11PM. The carnival will consist of approximately ten (10) amusement rides, approximately ten (10) game concessions and a food area.

We do a cleanup of the entire carnival area before we begin our operation as well as a final cleanup of the area prior to our departure. Butler Amusements is a highly qualified carnival company with 36 years of experience in operating fairs in the western United states as well as major celebrations, corporate events and other events. Our owner lives in Campbell. We have had experience in Milpitas for the last several years in Milpitas as the operator of carnivals at WalMart and the Milpitas Community Center on Calaveras Road as fund raising benefits for the Milpitas Police Department.

We will provide waste disposal service as well as the public. All necessary permits and licenses will be obtained for our operation.

The parking lot we will be using for the carnival zone will also have adequate lighting for the night. We will have a cellular phone in our office area, which will allow our supervisors carry portable radios at all times and have immediate contact with the base station located in our unit office. In the event of an emergency, they can contact someone near the phone and get a quick response. We will provide adequate security for the event from a licensed private security firm or as otherwise stipulated by the Milpitas Police Department.

Butler Amusements will provide proof of liability insurance in the amount of \$5 million dollars naming all parties as required as additional insureds.

Thank you for your cooperation and I hope this letter provides more insight into the details for our event.

Sincerely,


Richard Byrum, Vice President
Butler Amusements, Inc.

FAIRS • CELEBRATIONS • AMUSEMENT RIDES FOR ALL OCCASIONS

Earl
Butler

cert.
received
by fof

January 30, 2006

To Whom it May Concern:

Dear Sir or Maddam;

RE: Outdoor event at Great Mall, Milpitas, CA

Please be advise that Butler Amusement has our permission to operate on the property from March 3 – 12, 2006.

The purpose for the show is promotional.

If you need any additional information, please feel free to contact me at 954-846-8832 or via email at Ada.Nosowicz@themills.com.

Sincerely,

Ada Nosowicz
New Business Manager
The Mills Corporation

BUTLER AMUSEMENTS, INC.

CLEANEST SHOW IN THE WEST

Booking and Promotion Office

P.O. Box 2210
Fairfield, CA 94533-0220
(707) 429-4788
Fax (707) 429-4787

Office Location:
1006 Travis Boulevard
Fairfield, CA 94533-4920

Carnival Location and Design

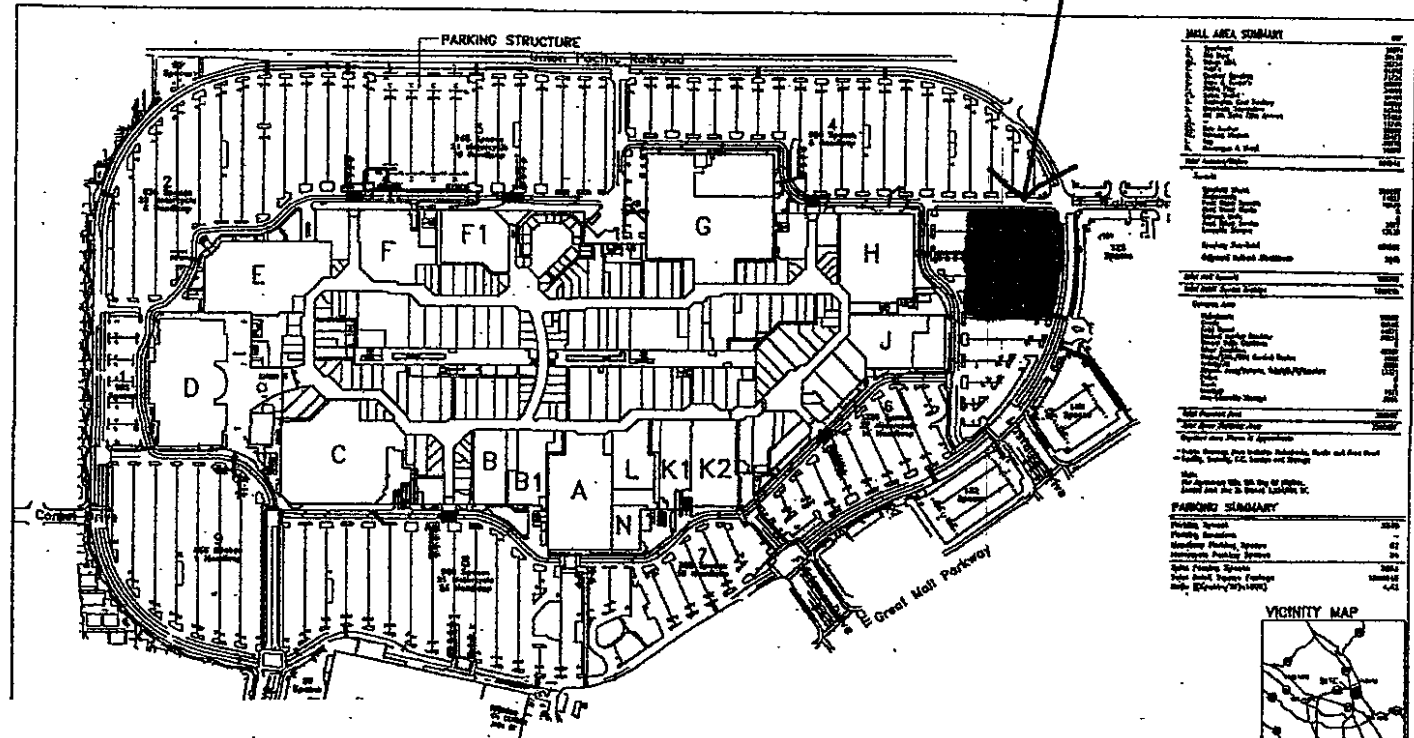
Included are two diagrams of the great mall which show stores and the mall parking lot area. We have marked one as option #1 and the other as option #2. Each option shows a proposed area for the carnival location. We will set up on only one location. Both locations have been given permission by mall management. Our hope is that the City will approve option #1 as it is on asphalt and that because of the time of the year the mall is not at peak operating shopping season. We have also included a schematic which shows the layout design of the carnival.



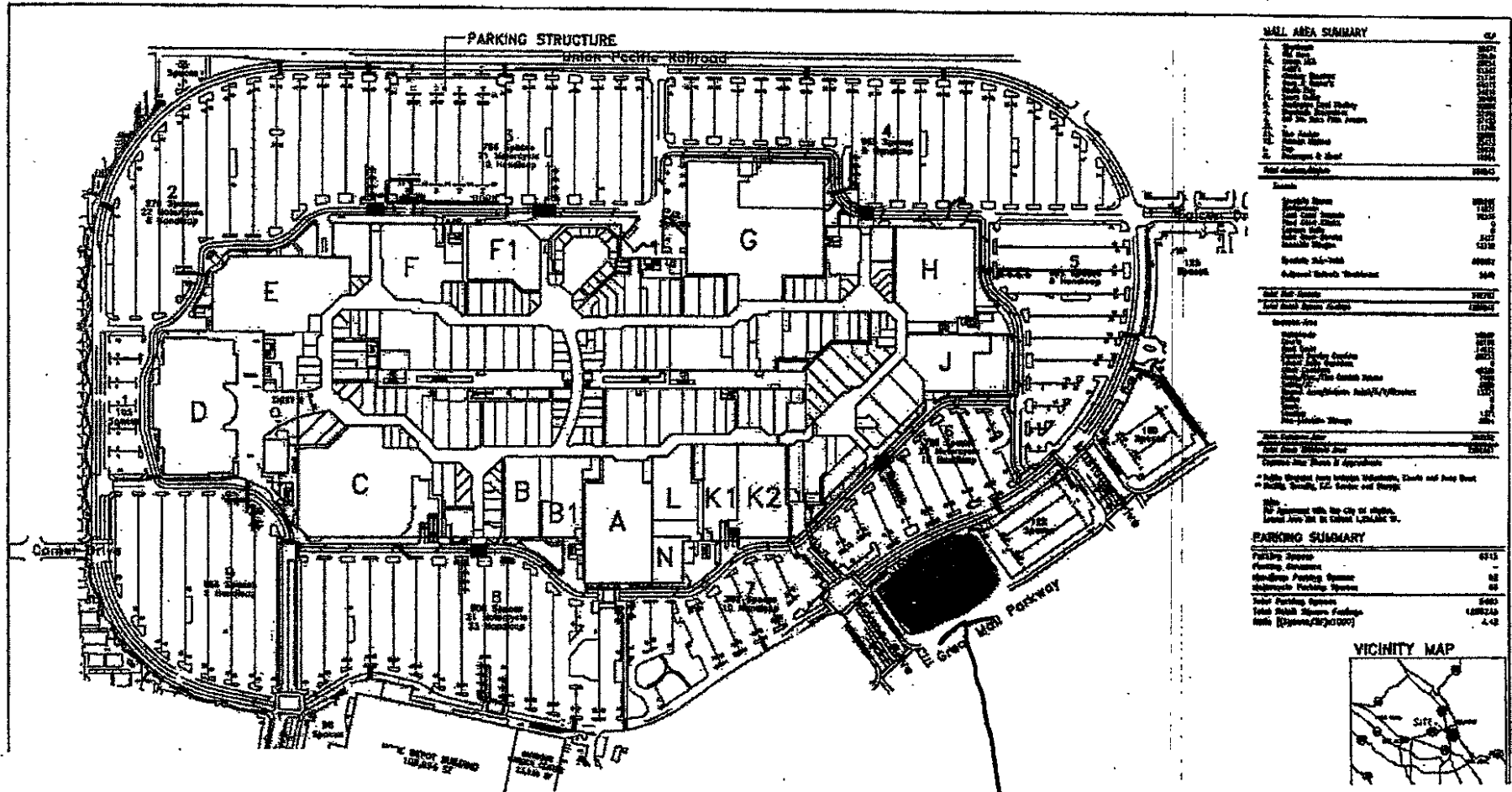
FAIRS • CELEBRATIONS • AMUSEMENT RIDES FOR ALL OCCASIONS

Great Mall Carnival
March 3-12, 2006

Possible Carnival Area
Option #1



Great Mall Carnival March 3-12, 2006



MALL AREA SUMMARY	
Building Area	1,000,000
Building Volume	1,000,000
Building Height	100
Building Length	1,000
Building Width	1,000
Building Depth	1,000
Building Perimeter	1,000
Building Area Ratio	1,000
Building Volume Ratio	1,000
Building Height Ratio	1,000
Building Length Ratio	1,000
Building Width Ratio	1,000
Building Depth Ratio	1,000
Building Perimeter Ratio	1,000
Building Area Ratio	1,000
Building Volume Ratio	1,000
Building Height Ratio	1,000
Building Length Ratio	1,000
Building Width Ratio	1,000
Building Depth Ratio	1,000
Building Perimeter Ratio	1,000

Building Area	1,000,000
Building Volume	1,000,000
Building Height	100
Building Length	1,000
Building Width	1,000
Building Depth	1,000
Building Perimeter	1,000
Building Area Ratio	1,000
Building Volume Ratio	1,000
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Building Height Ratio	1,000
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Building Width Ratio	1,000
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Building Perimeter Ratio	1,000

Building Area	1,000,000
Building Volume	1,000,000
Building Height	100
Building Length	1,000
Building Width	1,000
Building Depth	1,000
Building Perimeter	1,000
Building Area Ratio	1,000
Building Volume Ratio	1,000
Building Height Ratio	1,000
Building Length Ratio	1,000
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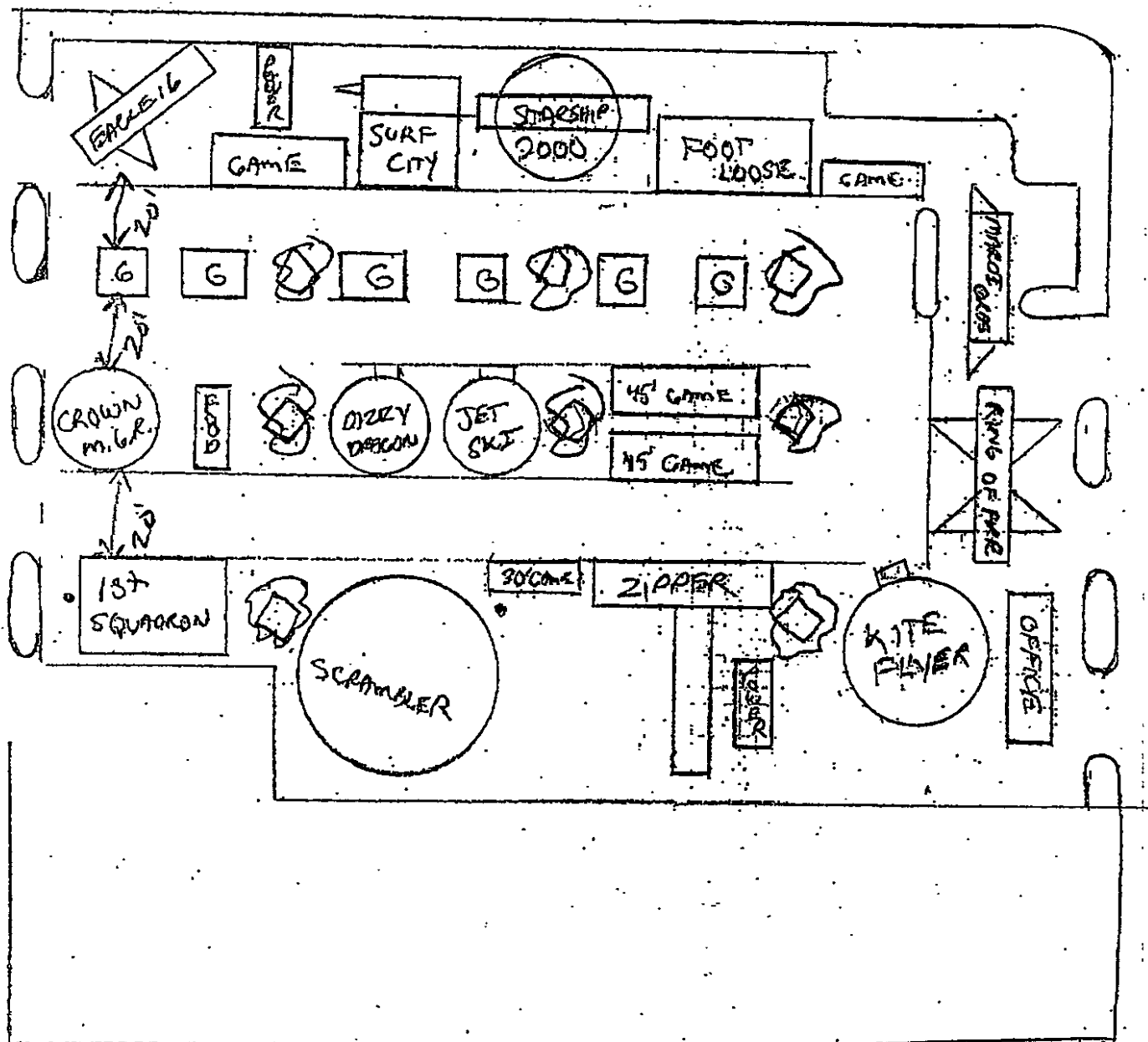
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Building Volume	1,000,000
Building Height	100
Building Length	1,000
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Building Volume	1,000,000
Building Height	100
Building Length	1,000
Building Width	1,000
Building Depth	1,000
Building Perimeter	1,000
Building Area Ratio	1,000
Building Volume Ratio	1,000
Building Height Ratio	1,000
Building Length Ratio	1,000
Building Width Ratio	1,000
Building Depth Ratio	1,000
Building Perimeter Ratio	1,000

Building Area	1,000,000
Building Volume	1,000,000
Building Height	100
Building Length	1,000
Building Width	1,000
Building Depth	1,000
Building Perimeter	1,000
Building Area Ratio	1,000
Building Volume Ratio	1,000
Building Height Ratio	1,000
Building Length Ratio	1,000
Building Width Ratio	1,000
Building Depth Ratio	1,000
Building Perimeter Ratio	1,000

Building Area	1,000,000
Building Volume	1,000,000
Building Height	100
Building Length	1,000
Building Width	1,000
Building Depth	1,000
Building Perimeter	1,000
Building Area Ratio	1,000
Building Volume Ratio	1,000
Building Height Ratio	1,000
Building Length Ratio	1,000
Building Width Ratio	1,000
Building Depth Ratio	1,000
Building Perimeter Ratio	1,000

Option #2
Possible Carnival Area



Great
Mall
Carnival
March 3-12,
2006

G-GAME

MEMORANDUM
Planning Division



To: Mary Lavelle

Through: Tom Williams

From: Cindy Hom, Jr. Planner

Date: February 14, 2006

Subject: P-AD2006-4 – Application for Entertainment Permit for Carnival at Great Mall

The Planning Division has reviewed the Entertainment Permit for the Great Mall Carnival in the southern portion of the parking lot at the Great Mall Parking lot near Falcon Drive and the outer ring road. This event is approved subject to the following conditions:

1. The carnival is permitted to occur from March 3rd – March 12th during the following hours:
Monday thru Thursday 4:00PM – 10:00PM
Friday 4:00PM – 11:00PM
Sunday 12:00PM – 11:00PM
2. The event setup is approved to begin on February 27, 2006 and tear down to be completed by March 13, 2006 where all area and properties involved shall be restored to their previous condition.
3. The approved event area is limited to Great Mall parking lot located south of Anchors H and J, near Falcon Drive and the outer ring road as depicted on the site plan.
4. The event shall be conducted in a manner that pedestrian traffic or vehicular traffic does not impede the normal and customary use of the driveways, designated walkways and parking areas adjacent to event area. Handicapped parking facilities, access and pathways outside the event area shall be kept clear and unobstructed.
5. Booths, stages, seats and other structures shall not obstruct pedestrian access and pathways within the enclosed event area.
6. Trash and recycling receptacles shall be provided and maintained throughout the event area. The applicant must contact Richard Su at BFI at (408) 432-1234 for temporary trash and recycling services and bins for the duration of the event. The bins shall be located at the rear of the event site, not visible from public view and not within any pedestrian or vehicular paths. The applicant may need to contact a Great Mall representative in order to establish a temporary BFI account on the Great Mall property.
7. Applicant shall protect storm drains from accidental discharges by providing site sweeping and clean up on an on-going basis during all hours of operation by the event operator and its employees (Butler Entertainment) and the property owners (The Mills Corporation), including refuse, debris, spills, and trash pick up by BFI.
8. No off site signage is permitted. Any onsite signage associated with the event shall be limited to carnival booth signs and traffic/pedestrian directional signage. Upon cessation the event all associated signage shall be removed and properly disposed of.
9. Any violation of the conditions of approval may result in the revocation of the Entertainment Permit and shall require the event to cease operations immediately.



MILPITAS FIRE DEPARTMENT
BUREAU OF FIRE PREVENTION

455 E. Calaveras Blvd., Milpitas, CA 95035 (408) 586-3365, FAX (408) 586-3378

MEMORANDUM

DATE: February 10, 2006
TO: Mary Lavelle, City Clerk
FROM: Jaime Garcia
Cc: Patricia Joki, Albert Zamora
SUBJECT: CARNIVAL AT GREAT MALL
BY BUTLER AMUSEMENTS INC.
447 Great Mall Drive

NOTES TO APPLICANT

GENERAL REQUIREMENTS

1. Submitted information and drawings are not reviewed nor approved for fire permit(s). These notes are provided to assist with the Fire Department permit process.
2. A separate and independent permit is required from the Fire Department for each event. The permits shall be filed with the Milpitas Fire Prevention Bureau a minimum of two weeks prior to the event. A Fire Prevention Bureau application and the appropriate drawings (three sets) shall be filed with each application. Fire department permit is required to erect temporary membrane structures, tents or canopies. CFC Section 3203.
3. Plan review and inspection fees will apply for the fire permit process.
4. No approval for any Hazardous Materials (use or handling) under this permit.
5. No vehicles are permitted within the event area.
6. Flammable-liquid-fuel equipment shall not be used within the event area. Flammable and combustible liquids shall be a minimum of 50 feet from the event area.
7. Candles or other open flame shall be not be used within the event area.
8. All exits from the event area shall provide clear and unobstructed access to a public way.

9. Smoking shall not be permitted in the event area. Approved "NO SMOKING" signs shall be conspicuously posted.
10. Fire apparatus access road with an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches shall be provided to the event area. CFC (2001 California Fire Code) Sections 902.2.2.1. PROVIDE MINIMUM 20' CLEAR AISLE BETWEEN EVENT SETUPS.
11. Fire equipment and appliances (hydrants, fire department connection valves, etc) shall remain clear and unobstructed.
12. The maximum travel distance (from anywhere in the event area) to a portable fire extinguisher shall not exceed 75 feet. Fire extinguishers shall be provided throughout the site. Fire extinguishers shall be type 2-A:10-B:C. CFC Section 2504.2.3.2.
13. Provide additional fire extinguishers as follows: Provide at least one fire extinguisher for each kitchen, mess hall, power generator or transformer, and locations where flammable or combustible liquids are used, and as per the Fire Department inspector. Provide a 40-B:C (or K) rated dry chemical fire extinguisher shall be provided where deep-fat fryers are used. CFC Section 2504.3.3.
14. Cooking equipment shall be located a minimum of 10 feet from temporary membrane structures, tents, and canopies.
15. Outdoor cooking that produce sparks or grease-laden vapors shall not be performed within 20 feet of a non-cooking temporary membrane structure, tent, or canopy.
16. Generator(s) and other internal combustion power sources shall be separated from the event area a minimum of 20 feet and be isolated from contact with the public by fencing, enclosure or other approved means. A minimum of one fire extinguisher with a rating of not less than 2-A:10B:C shall be provided at the generator location. CFC Section 2504.4.4.
17. All electrical equipment and installation shall conform to the to the California Electrical Code. CFC 2504.2.4.
18. Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices. CFC 2504.3.2.

TENT REQUIREMENTS

1. Non-fire-retardant tents and canopies and membrane structures. No permit is granted with this review for tents and membrane structures over 200 square feet and canopies over 400 square feet. CFC Section 3201.
2. Tents, membrane structures and canopies over the specified sizes noted above shall be of flame-retardant materials. The sidewalls, drops, and tops of all tents, and canopies shall be of

flame-retardant materials or shall be made flame retardant in an approved manner. Certificates of flame resistance shall be made available upon request. CFC Section 3207.

3. Temporary membrane structures, tents and canopies shall not be located within 20 feet of property lines, buildings, temporary membrane structures, other tents and canopies, parked vehicles or internal combustion engines. For the purpose of determining required distances, support ropes and guywires shall be considered as part of the temporary membrane structure, tent or canopy. Section 3205.2 CFC
4. The grounds outside and adjacent to or within 30 feet of temporary membrane structures, tents, and canopies shall be kept free and clear of combustible wastes. Such wastes shall be stored in approved containers until removed from the premises. Section 3221.4 CFC
5. Temporary membrane structures, tents, and canopies and their appurtenances shall be adequately braced and anchored to prevent weather-related collapse. Documentation of structural stability shall be furnished to the Fire Chief upon request. Section 3206.1 CFC
6. Temporary membrane structures, tents, and canopies shall have a permanently-affixed label bearing the following information (3207, CFC):
 - a. Identification of temporary membrane structure, tent, or canopy, size and fabric or material type;
 - b. For flame-resistant materials, necessary information to determine compliance with this standard;
 - c. For flame-retardant treated materials, the date that the temporary structure, tent, or canopy and other combustible materials were last treated with an approved flame retardant;
 - d. The trade name and type of flame retardant utilized in the flame-retardant treatment;
 - e. The names of the person and firm that applied the flame retardant.
7. Smoke shall not be permitted in any temporary membrane structure, tent or canopy, or in any adjacent areas where hay, straw, or any other combustible materials are stored or used unless approved by the Fire Marshal. Approved "NO SMOKING" signs shall be conspicuously posted. Section 3215.1 CFC
8. Cooking and heating equipment is not permitted within tents.

I declare under penalty of perjury that the above statements and any accompanying statements and documents have been examined by me and are true and correct. I have read Chapter 5, Title III of the Milpitas Municipal Code and agree to comply with the provisions of said Chapter 5, Title III, the permit, the conditions thereof and the laws of the City and State.

Executed at Milpitas, California, on January 31, 2006

Signed: [Signature]

Title: Vice President

Received by Mary Lavelle

Date 2/1/06

Permit No. _____

*FOR
ACTION

APPROVED

DISAPPROVED

DEPARTMENT

BY

DATE

	* ✓		Planning		
			Building	[Signature]	2/10/06
			Health		
			Fire Marshal		
			Police		
			(City Manager)		
			(City Council)		
			Finance		

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- * (1) NEED ELECTRICAL PERMIT TOTAL FEE \$167.00
- (2) DO NOT BLOCK ANY HANDICAP ACCESSIBLE PARKING
- (3) MAINTAIN PATH OF TRAVEL FOR PEOPLE WITH DISABILITY.

I declare under penalty of perjury that the above statements and any accompanying statements and documents have been examined by me and are true and correct. I have read Chapter 5, Title III of the Milpitas Municipal Code and agree to comply with the provisions of said Chapter 5, Title III, the permit, the conditions thereof and the laws of the City and State.

Executed at Milpitas, California, on January 31, 2006

Signed: KLB

Title: Vice President

Received by Mary Lavelle

Date 2/1/06

Permit No. _____

*FOR ACTION	APPROVED	DISAPPROVED	DEPARTMENT	BY	DATE
_____	_____	_____	Planning	_____	_____
_____	_____	_____	Building	_____	_____
_____	_____	_____	Health	_____	_____
_____	_____	_____	Fire Marshal	_____	_____
_____	✓ "Approved Security" 1-4 guards on duty	_____	Police	<u>Craig #165</u>	<u>2/8/06</u>
_____	_____	_____	City Manager	_____	_____
_____	_____	_____	City Council	_____	_____
_____	_____	_____	Finance	_____	_____

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Signed: [Signature]

Title: Vice President

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Date 2/1/06

Permit No. _____

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_____	_____	_____	Planning	_____	_____
_____	_____	_____	Building	_____	_____
_____	_____	_____	Health	_____	_____
_____	_____	_____	Fire Marshal	_____	_____
_____	_____	_____	Police	_____	_____
_____	_____	_____	(City Manager)	_____	_____
_____	_____	_____	(City Council)	_____	_____
_____	_____	_____	Finance	<u>[Signature]</u>	2/2/06

CM_35282_V.doc

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
2/01/06PRODUCER Allied Specialty of Texas
85 N.E. Loop 410
Suite 600
San Antonio, TX 78216
800/235-8774THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED Butler Amusements, Inc.
3003 SW 153rd Drive, Ste 205
Beaverton OR 97006

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: T.H.E. Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	M5MT6847	05/01/05	05/01/06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	M5MT6847	05/01/05	05/01/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	M5XT6848 M5XT6849	05/01/05 05/01/05	05/01/06 05/01/06	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 EACH OCCUR. \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDITIONAL INSURED WITH RESPECTS TO OPERATIONS OF THE NAMED INSURED:
CITY OF MILPITAS, ITS OFFICERS, AGENTS AND EMPLOYEES.

CERTIFICATE HOLDER

MARY LAVELLE
CITY CLERK
CITY OF MILPITAS
455 E CALAVERAS
MILPITAS, CA 95035

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE